

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

AND

FACHINFORMATIONSZENTRUM ENERGIE, PHYSIK, MATHEMATIK GmbH

The Department of Energy (DOE) of the United States of America and the Fachinformationszentrum Energie, Physik, Mathematik GmbH (FIZ) (hereinafter referred to collectively as the Parties):

Recognizing their mutual interest in making more efficient use of conventional energy sources and in developing new sources of energy and desiring to accelerate the achievement of these objectives through an orderly exchange of energy-related information; have agreed on the following arrangements:

ARTICLE 1

The objective of cooperation under this Memorandum of Understanding is to establish for the mutual benefit of the Parties a reasonably balanced exchange of energy information.

ARTICLE 2

A. Pursuant to this Memorandum of Understanding, DOE shall:

- (1) Provide to FIZ no less frequently than monthly at no charge a single copy of computer tapes containing the bibliographic citation, an abstract, the availability source and indexing for U.S. energy literature produced or compiled by DOE, organized as described in TID-4585-R4, "Energy Information Data Base, Subject Categories." Energy literature includes but is not limited to books, journals, articles, conference papers, theses, patents and reports.

- (2) Provide to FIZ no less frequently than annually at no charge a single copy of computer tapes containing a complete description and indexing of DOE research, development and demonstration projects as described in Form DOE-538, "Notice of Energy RD&D Project."
- (3) Authorize FIZ to make a standing order to purchase in microfiche form DOE-produced energy reports through the DOE Technical Information Center microfiche contract or in accordance with the terms and conditions of the contract between DOE and the contractor.
- (4) Provide to FIZ complete sets of published abstract journals and bibliographies prepared by DOE.

B. Pursuant to the Memorandum of Understanding, FIZ shall:

- (1) Provide to DOE no less frequently than monthly at no charge a single copy of computer tapes containing the bibliographic citation, an abstract in English of each item, the availability source and indexing for energy literature produced by the Federal Republic of Germany, as described in TID-4584-R4, "Energy Information Data Base, Subject Categories." Energy literature includes but is not limited to books, journals, articles, conference papers, theses, patents and reports.
- (2) Provide to DOE no less frequently than annually at no charge a single copy of computer tapes containing a complete description and indexing of BMFT research, development, and demonstration projects as described in Form DOE-538, "Notice of Energy RD&D Project."

- (3) Provide to DOE one copy of all non-conventional literature. Non-conventional literature is defined as all literature other than journal articles or commercially published books.
- (4) Provide to DOE one copy of energy bibliographies prepared by FIZ and sample copies of new Federal Republic of Germany periodicals dealing with energy.
- (5) Provide upon request up to 1,000 pages per year translated into English.

ARTICLE 3

The Parties will observe the following principles in conducting the information exchange under this Memorandum of Understanding:

- (1) No proprietary information shall be exchanged.
- (2) Machine-readable information transmitted shall be in an internationally accepted format.
- (3) Information exchanged by the Parties under this Memorandum of Understanding will not be transmitted to third parties without receipt of written authorization to do so by the originating Party.
- (4) The undertaking in (3) above is subject to the laws and regulations of the Parties. In the event a Party to this Memorandum of Understanding does give such information to a third party, prompt notification will be sent to the Party which supplied it.

ARTICLE 4

To supervise the execution of this Memorandum of Understanding, DOE and FIZ have named, respectively, the Manager of the DOE Technical Information Center and the Scientific Technical Director of FIZ as Coordinators. At the conclusion of the first year of the exchange, the Coordinators shall evaluate the program and consider any necessary adjustments. At their discretion, the Coordinators may name correspondents to carry out day-to-day management of the cooperation.

ARTICLE 5

Information transmitted by one Party to the other Party under this Memorandum of Understanding shall be accurate to the best knowledge and belief of the Transmitting Party, but the

Transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving party or by any third party.

ARTICLE 6

Cooperation under this Memorandum of Understanding shall be in accordance with the laws of the respective countries and the regulations of the respective Parties. All questions during its terms shall be settled by the Parties by mutual agreement. It is understood that the ability of the Parties to carry out their obligations under this Memorandum of Understanding is subject to the availability of appropriated funds.

ARTICLE 7

This Memorandum of understanding shall enter into force upon the latter date of signature and, subject to paragraph (2) of this Article, shall continue for a five (5) year period. This Memorandum of Understanding may be extended or amended subject to written agreement by the Parties.

Either Party may terminate its participation in the Memorandum of Understanding at its discretion upon twelve (12) months' advance notification in writing to the other Party.

FOR THE DEPARTMENT OF ENERGY OF
THE UNITED STATES OF AMERICA

Name

Arthur F. Burns

Arthur F. Burns

Title

Ambassador

Date

Oct. 29, 1981

FOR THE FACHINFORMATIONSZENTRUM,
ENERGIE, PHYSIK, MATHEMATIK GmbH

Name

Dr. W. Rittberger

Dr. W. Rittberger

E. O. Schulze

Title

Directors

Date

Nov. 2, 1981